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MISCELLANY.

**Virginia Board of Law Examiners.
Roanoke, Va., June 23-24, 1915.**

FIRST DAY—SECTION ONE.

1. A man gets into a row with a gang of laborers, owing to insulting language used by him to them, and they attack him. His son, fifteen years old, seeing surrounded and in imminent danger of life, picks up a gun and shoots and kills one of them. Can he (the son) be held criminally?

2. A recovers a judgment against B for \$2,500 in an action for breach of promise to marry. B asserts a claim to his homestead exemption. Can he sustain it against the judgment?

3. A enters upon B's land and hauls away a lot of building stone without permission. Are B's remedies in tort or contract?

4. To an action for personal injuries not fatal, the defendant pleads that the cause of action did not accrue within a year. Soon after the infliction of the injury the defendant left the State in order to escape being sued, and did not return until just before you sued. How does this affect his plea, and how would you raise such an issue on the pleadings?

5. To an action on an ordinary note not under seal, the defendant pleads that the cause of action did not accrue within five years. You wish to prove a new promise in writing within that time. How do you raise this question on the pleadings?

6. A fire insurance policy for \$1,000 on a house worth \$1,500 is issued to A, the owner, "loss, if any, payable to B as his interest may appear." (B holds a lien on the property for \$1,000). The house is totally destroyed by fire. In whose name would you sue?

7. In an action for a negligent injury resulting in impairing the earning capacity of the plaintiff, he offers to prove his poverty and the number and ages of his children. Objection is made. What should be the ruling of the court?

8. What must be shown before secondary evidence of the contents of a written instrument may be admitted?

9. State briefly when, how and why a guardian ad litem is appointed, and his duties.

10. What is a next friend and what are his duties?

11. State three instances of admissible hearsay evidence.

12. Jones commits murder. He flees to his daughter's house and hides. She lends him her dress, by which he deceives the officers guarding the house, and escapes. What crime, if any, does she commit?

13. A demurs to an indictment, the demurrer is sustained, and he is discharged. He is subsequently re-indicted on the same charge. Can he plead once in jeopardy?

14. Define "reasonable doubt" as a matter of proof in a criminal case.

15. A stenographer in writing out a paper makes three copies at the same time by the use of carbons. Are all these admissible in evidence as originals, or is one an original and the other two copies?

16. The day before the day set for the trial of a case the wife of the counsel opposed to you dies. He telephones you and asks you to consent to a postponement. On communicating with your client, he objects and insists on your pressing for trial. What is your duty under the Code of Ethics?

FIRST DAY—SECTION TWO.

1. What proportion of negro blood constitutes a negro in Virginia?

2. A man gets into a row with a gang of laborers, owing to insulting language used by him to them, and they attack him. His son, fifteen years old, seeing him surrounded and being assaulted by them, picks up a gun and shoots and kills one of them. Is the father liable for the death in a civil action for damages? Why?

3. A owes B. \$3,000. B. gives C, D and E partial assignments of this claim, each for \$750. A refuses to honor the assignments. What, if any, are the rights of C, D and E (1) against A? (2) against B?

4. Does an ordinary deposit of funds in a bank create between the bank and depositor the relation of debtor and creditor, or of bailor and bailee?

5. A purchases in ordinary course a negotiable note from B, who has no knowledge of any equities between the original parties. A however has such knowledge at the time of such purchase. Can he or not enforce the note clear of such equities? Why?

6. A employs B, an attorney, to examine the title to a piece of real estate. B certifies the title as good. A subsequently sell to C, showing him B's certificate as to the title and giving a general warranty. It subsequently transpires that B had overlooked a recorded mortgage. What, if any, are C's rights against B?

7. During the war between Great Britain and the United States, English merchants received from a citizen of the United States an order to purchase goods. They did so, holding them till the close of the war, and then shipped them to the United States and demanded pay, which was refused. Can they enforce payment?

8. A, who is worth \$100,000, but owes \$150,000, agrees to settle \$25,000 on B if she marry him. She knows nothing of his financial condition. They are married, and the settlement is made. Can his creditors set aside the arrangement? Give the common law doctrine independent of statute.

9. A promises B to buy a tract of land, in his own name, pay for it with his own money, and hold it for B's benefit. Can such a promise be enforced?

10. A hires a carriage from B, who supplies the driver. While A

is in the carriage, the driver negligently runs over C. Is A or B liable? Why?

11. What words in Virginia are actionable per se?

12. A hotel burns down from an unknown cause. You are a guest, and your trunk is destroyed in the fire. What right, if any, have you against the proprietor?

13. What is the measure of damage for failure to deliver staple articles contracted to be sold at a certain price, at a certain time and place?

14. A delicate woman purchased a railroad ticket on the agent's statement that the train connected at a certain point with one going to her destination. The statement was wrong, as the trains did not connect. After waiting for some time, she procured a buggy and drove over a rough road in the rain to her destination, resulting in impairment of her health. Is the Company liable for such injury? Why?

15. After a city raises the grade of a street, an abutting property-owner erects on his land, near and parallel to the street a granite wall, flat on top, about two feet higher than the street, between it and the depression in his lot caused by the filing. A child, six years old, coming along the street, climbs on the wall, and in walking along it, falls over into the depression, and is injured. Is there any liability? If so where?

16. A sues B on a contract alleged to have been made by C as his agent. B denies the agency. A offers to prove statements of C. that he was agent. Is the evidence admissible? Why?

SECOND DAY—SECTION THREE.

1. A agrees to lend B \$10,000, to be secured on the residence of the latter, recently completed. He employs you to see that he is properly protected as to the title. What search would you make to see that he is safe in this respect?

2. A sells B a lot of land, to be conveyed by deed of bargain and sale. Independent of express contract, (a) Who pays the lawyer's fee for drawing the deed? (b) Who pays the clerk's fee for recording it?

3. What is meant by a dormant partner, and how far, if at all, is he liable for the partnership debts?

4. A and his wife separate but are not divorced, and have a child at the time of their separation. Subsequently A marries again (his first wife still living) and has a child of this bigamous marriage. He then dies intestate, leaving realty and personalty. What, if any, are the rights of the last child as to the estate?

5. When will equity give relief on the ground of mistake?

6. Apply to a concrete case the maxim, "In pari delicto melior est conditio defendentis."

7. A husband conveys a piece of real estate to secure a fictitious and fraudulent debt, and the wife joins in the deed to release dower. Creditors of the husband succeed in having the conveyance set aside, as intended to hinder, delay and defraud. Can the wife then claim dower as against such creditors?

8. A assigns a non-negotiable cause of action to B and then to C without notice to the latter of the previous transfer, at a time when assignments were not recognized at common law. C subsequently acquires the legal title. Which has the better right? Why?

9. A obtains a judgment against B under such circumstances of fraud that it is void as to B. He sells and assigns the judgment to C, who is ignorant of the fraud. C proceeds on it against B. Advise B what to do.

10. A draft is drawn in Chicago upon parties in St. Louis, and is payable in St. Louis, but the agreement to accept it when presented is made in Chicago. Suit is brought in Illinois. Does the Missouri or Illinois law govern? Why?

11. Boyd on December 1, 1905, executes to Maddox a negotiable note for \$200, payable ten days after date. Both parties live in Indiana and the note is payable at a bank in Indiana. Later Boyd removes to Virginia. On July 1, 1914, Maddox sues Boyd in Virginia on the note. Under the law in Indiana the limitation on the note is ten years; in Virginia the limitation is five years. Boyd pleads the statute of limitation in Virginia court. What will be the judgment of the court?

12. A railroad takes from a land company for a valuable consideration a conveyance of more land than is allowed by its charter. Who, if any one, can question its right to hold the land? If it conveys the excess before any question is made, does a good title pass?

13. What is an ancillary administration?

14. Who may make a valid will in Virginia, both as to realty and as to personalty?

15. In the trial in this State of a case founded upon a cause of action arising in another State, what is the presumption: (a) As to its unwritten law? (b) As to its statute law?

16. A employs B to run his mill for him, agreeing to pay him one-third of the profits for his services. Is this a partnership or a hiring?

SECOND DAY—SECTION FOUR.

1. On petition of a railroad company, five commissioners are appointed to ascertain the value of a piece of land needed for its purposes. When they meet, three are in favor of one sum and two of another, and so report to the court. Can the court act upon such a report; or is a new commission and unanimous finding necessary?

2. Suppose that the General Assembly, at its session of 1915-6 re-

peals section 3780 of the Code forbidding the carrying of concealed weapons. Suppose that at the session of 1917-8 it repeals this repealing act. Would this put section 3780 back in force?

3. Give the substance of any one provision of Magna Carta.

4. Give the date (the year) of the original Virginia Bill of Rights, the name of its draftsman and the substance of any two provisions thereof.

5. Can a State make notes of one of its banks legal tender (a) as to previously existing debts (b) as to subsequent debts? Can Congress make U. S. Treasury notes legal tender (a) as to previously existing debts, (b) as to subsequent debts?

7. Section 3230 of the Virginia Code provides that on affidavit that a defendant is not a resident of the State an order of publication may be entered against him. Jones sues Smith (a Kentuckian) in the Circuit Court of Roanoke City on an ordinary note for \$300, payable at a Roanoke City bank, and not finding Smith or any of his property to attach, has an order of publication against him, and upon it obtains judgment by default. He sends this record and judgment to Kentucky, and sues upon it there. Can Smith successfully resist the suit? Why?

8. What would be your answer to the above question if Jones had also attached a barrel of fine Bourbon whiskey in Roanoke belonging to Smith, and had realized \$150 out of it and had taken judgment by default against Smith for the balance?

9. A asks and pays for a ticket to Lynchburg, but the ticket agent by mistake gives him a ticket good only to Bedford. After they pass Bedford the conductor demands fare to Lynchburg, and despite A's explanations puts him off on his refusal to pay. What were and are A's rights and remedies?

10. A railroad bill of lading for goods shipped from Lynchburg to New York provides that the railroad shall not be liable for loss or injury to the goods unless claim therefore is made in writing in thirty days. Is this stipulation valid? Why?

11. What care, if any, is due by a common carrier to a person accompanying an intending passenger to a train in order to assist her in getting aboard?

12. A passenger boards the wrong train through the negligence of an employee in misdirecting him. After the train starts he discovers his mistake, tries to jump off and is injured. Can he recover? Why?

13. A city council grants C the right to occupy with part of his building a portion of the side-walk on which the building faces. On the faith of this the owner erects his building, and it so remains for thirty years, when a subsequent council orders it to be removed from the street. Can such removal be enforced without making compensation?

14. A insures his house against fire for \$3,000. It is set on fire by defective insulation of an electric light wire. He sues the electric

company, and recovers. Has his insurance company (which has already paid his policy), any claim against him?

15. A insures his life for \$10,000. He is killed by the carelessness of a railroad. His administrator recovers and collects \$10,000 from the railroad company. Has the insurance company any claim on the fund? Why?

16. Jones pledges a valuable diamond with Smith as security for a loan. It is taken from Smith by superior force. Whose loss is it? Why?

Successful Applicants.

Adams, Samuel L., Jr.....	South Boston.
Ames, Benjamin Franklin, Jr.....	Portsmouth.
Averill, Henry	Stanardsville.
Bangel, Abe Arthur.....	Portsmouth.
Barksdale, Alfred Dickinson.....	Houston.
Benson, R. Lauck.....	Charlottesville.
Birdsall, Arthur Myron.....	Lexington.
Bocock, John Holmes.....	Richmond.
Brasheare, Edward S.....	Hunter.
Brown, J. Callaway.....	Bedford.
Buford, Paul Chalmers, Jr.....	Roanoke.
Bushnell, George Edward.....	Salem.
Carlin, C. Keith.....	Alexandria.
Church, Herman Lloyd.....	Norfolk.
Crank, William Earle.....	Louisa.
DeFriece, Frank W.....	Bristol.
Derrickson, Paul W.....	Norfolk.
Didlake, Thomas Elvin.....	Shacklefords.
Duff, Joseph Eugene.....	Belfast Mills.
Duke, Jesse Clarion.....	Richmond.
Duncan, Charles Taylor, Jr.....	Jonesville.
Dunford, Edward B.....	Richmond.
Ehrman, Arthur Robinson.....	Charlottesville.
Ely, Marion T.....	Rose Hill.
Evans, Peyton Randolph.....	Amherst, Va.
Fisher, Marion N.....	Emmerton.
Fitzgerald, J. Sydney.....	Norfolk.
Forbes, Rosser Cleveland.....	Lynchburg.
Gary, J. Vaughan	Richmond.
Gillette, James T.....	Capron.
Glascock, Burr Richards	Upperville.
Glass, Henry Bocock	Lynchburg.
Goad, Byrum P.....	Hillsville.
Hundley, Robert Garland.....	Farmville.
Hazlegrove, William Perkins.....	Farmville.

Hodges, Clarence Earl.....	Portsmouth.
Hogg, William E.....	Tampico.
Holloway, Joseph William, Jr.....	Smithfield.
Hurt, Eugene C., Jr.....	Clover, Halifax, Co.
Jacob, Clyde Hancock.....	Norfolk.
Jefferson, Peyton Giles....	Amelia C. H.
Johnson, A. Sidney, Jr.....	Radford
Jones, Catesby G.....	Gloucester.
Jones, Lyle McCoy.....	Kernstown.
Jones, William Atkinson, Jr.....	Warsaw.
Jordan, N. B.....	Bedford
Kellam, F. E.....	Princess Anne.
Kirkpatrick, Thomas Sydnor.....	Lynchburg.
Lathan, Archie I.....	Norfolk.
Lawrence, Julian Sumner.....	Churchland.
Levine, I. Lysle.....	Norfolk.
Long, John E.....	Roanoke.
Maxim, Austin Smith.....	Norfolk.
Mayer, Eugene Noble.....	Norfolk.
Minter, William Meadors, Jr.....	Pocahontas.
Monahan, John J.....	Norfolk.
Nicoll, DeLancey, Jr.....	Charlottesville.
Oast, William H.....	Portsmouth.
O'Flaherty, Wilmer L.....	Richmond.
Parker, William LeRoy.....	Portsmouth.
Parrish, J. A. D.....	Portsmouth.
Penn, Carleton.....	Salem.
Pitt, A: Taylor.....	Richmond.
Pollard, Oliver Ames.....	Petersburg.
Potter, Edward L.....	Troutville.
Prettyman, E. Barrett.....	Roanoke.
Raney, George Meredith.....	Smokey Ordinary.
Rhodes, John Q., Jr.....	Louisa.
Robinson, John Y.....	Portsmouth.
Rogers, William H.....	Dry Fork.
Rives, John Hicks, Jr.....	Norfolk.
Sacks, Louis S.....	Chariton.
Shirk, Kenelm Lawrence.....	Lincoln, Pa.
Smith, J. Sydney, Jr.....	Norfolk.
Smith, Lemuel F.....	Charlottesville.
Smith, Max Roy.....	Oriana.
Stickley, Wellington E.....	Woodstock.
Stumpe, Oscar Arthur.....	St. Louis, Mo.
Tennis, William James Hawkins.....	Phoebus.
Todd, George Farant.....	Norfolk.
Topping, J. Warren.....	Cape Charles.

Troiano, Frank Anthony.....	Lexington.
Tyree, Lewis.....	Salem.
Walton, H. J., Jr.....	Woodstock.
Wampler, G. K.....	Wytheville.
Wells, W. A.....	Pulaski.
Werth, William G.....	Norton.
Willcox, Edward Roane.....	Norfolk.
Williams, Walter Armistead, Jr.....	Richmond.
Wool, Darius Todd.....	Sewell's Point, Va.

IN VACATION.

It All Depends.—Faddest—Don't you think skipping the rope is a highly dangerous practice?

Lawyer—Not always. I'm trying to have it put in practice for a client of mine now.—Baltimore American.

No Room for Dispute.—Plaintiff's Counsel: "My lord, unfortunately, in this case I am opposed by the most unmitigated scoundrel"—

Defendant's Counsel: "My learned friend is such a notorious perverter"—

Judge: "Will counsel kindly confine their remarks to such matters as are in dispute?"

Some of Judge Cullen's Definitions.—Judge Cullen of West Virginia has made some definitions which are worthy of preservation, and so we give them permanent place in the REGISTER, hoping that he will continue in the same way to put his mark upon some of the "fads" and follies of the day.

1. Direct primary law: A violation of the individual rights of the voter and a clear impertinence on the part of public officers.

2. Late West Virginia decisions: Acts under which the life and liberty of every man within the state would seem to be at the mercy of the Governor.

3. The "persecution" which some of the physicians seek to inflict on the Christian Scientists: Discreditable.

4. Misdemeanors: So common there is speculation as to how many the average decent citizen will commit in a day.

5. Liberty (as many think it): The right of part of the people to compel the other part to uplift themselves.

6. The inalienable right of the press: To excite the public on the subject of any wrong, so that that wrong may be redressed.

7. Eugenic legislation: Silly.